

MICHAEL P. STUPINSKI  
First Selectman

STATE OF CONNECTICUT • COUNTY OF TOLLAND  
INCORPORATED 1786

# TOWN OF ELLINGTON

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PETER J. CHARTER  
Deputy First Selectman

LAURIE E. BURSTEIN  
ANN L. HARFORD  
A. LEO MILLER, JR.  
JAMES M. PRICHARD  
JOHN W. TURNER

SPECIAL MEETING  
BOARD OF SELECTMEN  
Thursday, June 25, 2009  
Town Hall - Meeting Hall

SELECTMEN PRESENT: Laurie Burstein, A. Leo Miller, James Prichard, Michael Stupinski and John Turner

SELECTMEN ABSENT: Peter Charter and Ann Harford

OTHERS PRESENT: None

I. CALL TO ORDER:

First Selectman Stupinski called the meeting of the Board of Selectmen to order at 6:37 p.m.

II. EXECUTIVE SESSION: For the purpose of discussing collective bargaining related to the union contracts

MOVED (TURNER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO GO INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING COLLECTIVE BARGAINING RELATED TO THE UNION CONTRACTS AT 6:38 PM.

SELECTMEN PRESENT: As noted above.

OTHERS PRESENT: None

MOVED (TURNER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO COME OUT OF EXECUTIVE SESSION AT 6:57 P.M.

MOVED (TURNER) SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO RATIFY THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ELLINGTON AND THE ELLINGTON POLICE UNION, LOCAL 2693. **(ATTACHED)**

MOVED (TURNER) SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO RATIFY THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ELLINGTON AND THE ELLINGTON PUBLIC WORKS UNION, LOCAL 1303-09. **(ATTACHED)**

MOVED (TURNER) SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO RATIFY THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ELLINGTON AND THE ELLINGTON SUPERVISOR EMPLOYEES UNION, LOCAL 2001. (ATTACHED)

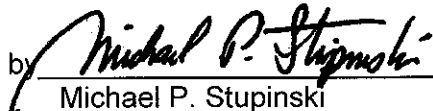
MOVED (TURNER) SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO RATIFY THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ELLINGTON AND THE ELLINGTON WHITE COLLAR EMPLOYEES UNION, LOCAL 2001, AS PROPOSED BY THE TOWN IN THE DOCUMENT DATED JUNE 17, 2009, PENDING UNION VOTE. (ATTACHED)

MOVED (TURNER) SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO DIRECT THE FIRST SELECTMAN TO SEND A LETTER OF THANKS FROM THE BOARD OF SELECTMEN TO ALL TOWN EMPLOYEES WHO OPTED TO FOREGO ANY INCREASE IN THEIR SALARIES FOR THE FISCAL YEAR 2009-2010 IN ORDER TO MEET THE FINANCIAL NEEDS OF THE TOWN OF ELLINGTON.

III. ADJOURNMENT:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO ADJOURN THE MEETING OF THE BOARD OF SELECTMEN AT 7:00 P.M.

Submitted by

  
\_\_\_\_\_  
Michael P. Stupinski  
First Selectman

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between the Town of Ellington ("Town") and the Ellington Police Union, Local 2693, Council 15, AFSCME, AFL-CIO ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2006 through June 30, 2010, ("Collective Bargaining Agreement"); and

**WHEREAS**, the Town and the Union mutually agree to amend the Collective Bargaining Agreement in accordance with the terms set forth below.

More specifically, the Town and the Union hereby agree as follows:

1. **2009-2010 General Wage Increase:**

The Union agrees to forever forego the three percent (3%) general wage increase which will otherwise be applicable effective July 1, 2009 pursuant to the terms of Article XV of the Collective Bargaining Agreement. As a result, bargaining unit wages shall not increase during the 2009-2010 contract year but rather shall remain at the rate applicable during the 2008-2009 contract year (\$25.02) as set forth in Article XV of the Collective Bargaining Agreement.

2. **Contract Term:**

The parties agree to extend the Collective Bargaining Agreement from its current duration for an additional year. As a result, the Agreement will expire on June 30, 2011.

3. **2010-2011 General Wage Increase:**

The parties agree that effective July 1, 2010, the hourly rate shall increase by three percent (3%) and following such increase shall be \$25.77 per hour effective during the period of July 1, 2010 through June 30, 2011.

All other terms of the Collective Bargaining Agreement shall remain unchanged.

The parties have reached this Agreement as of this 15<sup>th</sup> day of June, 2009.

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Town of Ellington ("Town") and Local 1303-009 of Council 4, AFSCME, AFL-CIO ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2007 through June 30, 2011 ("Collective Bargaining Agreement"); and

**WHEREAS**, the Town and Union mutually desire to amend the Collective Bargaining Agreement in accordance with the terms set forth below.

More specifically, the Town and the Union hereby agree as follows:

1. **2009-2010 General Wage Increase.**

The Union agrees to forever forego the three and one-quarter percent (3.25%) general wage increase which would otherwise be applicable pursuant to the terms of Article VIII, Section 8.4d. of the Collective Bargaining Agreement. As a result, bargaining unit wages shall not increase during the 2009-2010 contract year but rather shall remain at the rates applicable during the 2008-2009 contract year, as further set forth in Appendix C of the Collective Bargaining Agreement. Further, as a result of the above agreement, bargaining unit wages during the 2010-2011 contract year shall increase to the rates set forth in Appendix C for the 2009 year.

2. **Bargaining Unit Reductions during 2009-2010.**

The Town agrees that during the July 1, 2009 through June 30, 2010 contract year, the Town shall not layoff any current bargaining unit employee. This shall not prevent the Town from terminating or suspending employees for cause.

3. **Contract Term.**

The parties agree to extend the Collective Bargaining Agreement for one additional year. As a result, the Collective Bargaining Agreement shall expire on June 30, 2012.

4. **2011-2012 General Wage Increase.**

The parties agree that effective July 1, 2011 the hourly rates shall increase by three and one-quarter percent (3.25%), such that the 2011-2012 wage rates shall be as set forth in Appendix C for the 2010 year.

5. **Employee Contributions to Medical Insurance Premiums.**

Notwithstanding the terms of the Collective Bargaining Agreement, employees shall contribute the following percentage amounts of premium costs during the remainder of the contract term:

- a) Through June 30, 2009 - 12%

- b) July 1, 2009 through June 30, 2010 - 12%
- c) July 1, 2010 through June 30, 2011 - 13%
- d) July 1, 2011 through June 30, 2012 - 13%

This shall constitute the complete agreement of the parties. All other terms of the Collective Bargaining Agreement which are not modified by this tentative agreement shall remain unchanged.

The parties have reached this agreement as of this 16<sup>th</sup> day of June, 2009.

TOWN OF ELLINGTON

LOCAL 1303-0009 OF COUNCIL 4,  
AFSCME, AFL-CIO

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the Town of Ellington ("Town") and The Ellington Supervisor Employees, CSEA, Inc./SEIU-AFL-CIO, Local 2001 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2007 through June 30, 2011 ("Collective Bargaining Agreement"); and

**WHEREAS**, the Town and Union mutually desire to amend the Collective Bargaining Agreement in accordance with the terms set forth below.

More specifically, the Town and the Union hereby agree as follows:

1. **2009-2010 General Wage Increase.**

The Union agrees to forever forego the three and one-quarter percent (3.25%) general wage increase which would otherwise be applicable effective July 1, 2009 pursuant to the terms of Appendix A of the Collective Bargaining Agreement. As a result, bargaining unit wages shall not increase during the 2009-2010 contract year but rather shall remain at the rates applicable during the 2008-2009 contract year.

2. **Bargaining Unit Reductions during 2009-2010.**

The Town agrees that during the July 1, 2009 through June 30, 2010 contract year, the Town shall not layoff any current bargaining unit employee. This shall not prevent the Town from terminating or suspending employees for just cause.

3. **Contract Term.**

The parties agree to extend the Collective Bargaining Agreement for one additional year. As a result, the Collective Bargaining Agreement shall expire on June 30, 2012.

4. **2011-2012 General Wage Increase.**

The parties agree that effective July 1, 2011 the hourly rates shall increase by three and one-quarter percent (3.25%).

5. **Employee Contributions to Medical Insurance Premiums.**

Notwithstanding the terms of the Collective Bargaining Agreement, employees shall contribute the following percentage amounts of premium costs during the remainder of the contract term:

- a) Through June 30, 2009 - 10%
- b) July 1, 2009 through June 30, 2010 - 10%
- c) July 1, 2010 through June 30, 2011 - 12%
- d) July 1, 2011 through June 30, 2012 - 14%

This shall constitute the complete agreement of the parties. All other terms of the Collective Bargaining Agreement which are not modified by this tentative agreement shall remain unchanged.

The parties have reached this agreement as of this 24<sup>th</sup> day of June, 2009.

TOWN OF ELLINGTON

THE ELLINGTON SUPERVISOR  
EMPLOYEES, CSEA, INC./SEIU  
LOCAL 2001

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the Town of Ellington ("Town") and The Ellington White Collar Employees, CSEA, Inc./SEIU-AFL-CIO, Local 2001 ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2007 through June 30, 2011 ("Collective Bargaining Agreement"); and

**WHEREAS**, the Town and Union mutually desire to amend the Collective Bargaining Agreement in accordance with the terms set forth below.

More specifically, the Town and the Union hereby agree as follows:

1. **2009-2010 General Wage Increase.**

The Union agrees to forever forego the three and one-quarter percent (3.25%) general wage increase which would otherwise be applicable effective July 1, 2009 pursuant to the terms of Appendix A of the Collective Bargaining Agreement. As a result, bargaining unit wages shall not increase during the 2009-2010 contract year but rather shall remain at the rates applicable during the 2008-2009 contract year.

2. **Bargaining Unit Reductions during 2009-2010.**

The Town agrees that during the July 1, 2009 through June 30, 2010 contract year, the Town shall not layoff any current bargaining unit employee. This shall not prevent the Town from terminating or suspending employees for just cause.

3. **Contract Term.**

The parties agree to extend the Collective Bargaining Agreement for one additional year. As a result, the Collective Bargaining Agreement shall expire on June 30, 2012.

4. **2011-2012 General Wage Increase.**

The parties agree that effective July 1, 2011 the hourly rates shall increase by three and one-quarter percent (3.25%).

5. **Employee Contributions to Medical Insurance Premiums.**

Notwithstanding the terms of the Collective Bargaining Agreement, employees shall contribute the following percentage amounts of premium costs during the remainder of the contract term:



- a) Through June 30, 2009 - 10%
- b) July 1, 2009 through June 30, 2010 - 10%
- c) July 1, 2010 through June 30, 2011 - 12%
- d) July 1, 2011 through June 30, 2012 - 14%

This shall constitute the complete agreement of the parties. All other terms of the Collective Bargaining Agreement which are not modified by this tentative agreement shall remain unchanged.

The parties have reached this agreement as of this 17<sup>th</sup> day of June, 2009.

TOWN OF ELLINGTON

THE ELLINGTON WHITE COLLAR  
EMPLOYEES, CSEA, INC./SEIU  
LOCAL 2001